

RBS INVESTMENT OPTIONS ICVC

An Investment Company with Variable Capital
Registered in England and Wales under Registered Number IC000617

INSTRUMENT OF INCORPORATION

1 September 2015

Prepared in accordance with the Open-Ended Investment Companies Regulations 2001,
the Collective Investment Schemes Sourcebook and the Investment Funds Sourcebook

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1. Interpretation

1.1 In this Instrument the words and expressions set out below shall have the meanings set out opposite them unless the context requires otherwise. Words and expressions contained in this Instrument but not defined herein shall have the same meanings as in the Act or the Regulations (as defined below) (as the case may be) unless the contrary is stated.

Accumulation Shares means Shares (of whatever Class) issued from time to time in respect of a Sub-Fund and in respect of which income allocated thereto is credited periodically to capital pursuant to the FCA Rules and this Instrument;

ACD means the authorised corporate director holding office and AIFM appointed to the Company as such from time to time pursuant to the Regulations;

Act means the Financial Services and Markets Act 2000;

AIF means an alternative investment fund as defined in the AIFM Regulations;

AIFM means the person appointed from time to time pursuant to the Regulations to act as the alternative investment fund manager of the Company;

AIFMD means Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers, including any subordinate regulations or guidance published thereunder;

AIFM Regulations means the Alternative Investment Fund Managers Regulations 2013;

Base Currency means the currency in which the accounts of the Company are to be prepared in accordance with clause 8 of this Instrument provided that in the context of a Sub-Fund or the price of a Share relating to a Sub-Fund or a payment in respect of such a Share, reference to base currency shall be treated as a reference to the currency stated in the Prospectus as being the currency to be used for the

purpose in question in relation to that Sub-Fund;

Class means a particular class of Shares in the Company in issue from time to time in respect of a particular Sub-Fund;

Class Meeting means a meeting of Shareholders of a Class of which notice has been duly given;

Company means RBS Investment Options ICVC;

Depositary means the person to whom is entrusted from time to time the safekeeping of all the Scheme Property of the Company (other than certain Scheme Property designated by the FCA Rules) and who is responsible for monitoring the Company's cash flows and certain other specified oversight responsibilities and who has been appointed for these purposes in accordance with the Regulations;

Directors means, subject to clauses 24.2 and 24.3 of this Instrument, the directors of the Company for the time being (including the ACD) or, as the case may be, the directors assembled as a board including any committee of such board;

Extraordinary Resolution means a resolution passed by a majority of not less than three-fourths of such Shareholders as (being entitled to do so) vote in person, or where proxies are allowed, by proxy, at a general meeting of the Company of which notice has been duly given or, as the case may be, at a Class Meeting or Sub-Fund Meeting;

FCA Rules means the rules contained in the Investment Funds Sourcebook (or FUND) and the Collective Investment Schemes Sourcebook (or COLL) published by the Financial Conduct Authority as part of its Handbook of rules and guidance made under the Act which shall, for the avoidance of doubt, not include guidance or evidential requirements contained in the said sourcebook;

Gross Accumulation Shares means Accumulation Shares which are Gross Paying Shares and are denominated in Base Currency;

<i>Gross Income Shares</i>	means Income Shares which are Gross Paying Shares and are denominated in Base Currency;
<i>Gross Paying Shares</i>	means Shares (of whatever Class) issued from time to time in respect of a Sub-Fund and in respect of which income allocated thereto is credited periodically to capital (in the case of Accumulation Shares) or distributed periodically to the holders thereof (in the case of Income Shares) in either case in accordance with relevant tax law without any tax being deducted or accounted for by the Company;
<i>Income Shares</i>	means Shares (of whatever Class) issued from time to time in respect of a Sub-Fund and in respect of which income allocated thereto is distributed periodically to the holders thereof pursuant to the FCA Rules;
<i>in Writing</i>	includes printing, lithography, photography, telex, facsimile, electronic mail and any other form of communication which enables the recipient to know and to record the time of receipt and to preserve a legible copy of such communication, or partly in one such form and partly in another;
<i>this Instrument</i>	means this instrument of incorporation, including the Schedule to it, as amended from time to time;
<i>Larger Denomination Share</i>	means one undivided unit of entitlement in the Scheme Property and income of the Company;
<i>Level 2 Regulation</i>	means European Commission Delegated Regulation (EU) No. 231/2013 of 19 December 2012 supplementing AIFMD;
<i>Net Accumulation Shares</i>	means Accumulation Shares which are Net Paying Shares and are denominated in Base Currency;
<i>Net Asset Value</i>	means the value of the Scheme Property of the Company or a Sub-Fund (as the case may be) less all the liabilities of the Company (or such liabilities as are attributable to that Sub-Fund as the case may be) determined in each case in accordance with this Instrument;

<i>Net Income Shares</i>	means Income Shares which are Net Paying Shares and are denominated in Base Currency;
<i>Net Paying Shares</i>	means Shares (of whatever Class) issued from time to time in respect of a Sub-Fund and in respect of which income allocated thereto is credited periodically to capital (in the case of Accumulation Shares) or distributed periodically to the holders thereof (in the case of Income Shares) in either case in accordance with relevant tax law net of any tax deducted or accounted for by the Company;
<i>OEIC Regulations</i>	means the Open-Ended Investment Companies Regulations 2001 (SI 2001/1228);
<i>Ordinary Resolution</i>	means a resolution of such Shareholders as (being entitled to do so) vote in person or, where proxies are allowed, by proxy, at a general meeting of the Company of which notice has been duly given or, as the case may be, at a Class Meeting or a Shareholder meeting;
<i>PRA Rules</i>	means the rules contained in the Prudential Regulation Authority's Handbook of rules and guidance made under the Act which shall, for the avoidance of doubt, not include guidance or evidential requirements contained in the said sourcebook;
<i>Prospectus</i>	means the prospectus and any supplemental addenda of the Company as amended from time to time and prepared in accordance with the Regulations;
<i>Regulations</i>	as the context requires may be a reference to: <ul style="list-style-type: none"> a) the Act; b) the FCA Rules; c) the PRA Rules; d) AIFMD; e) the Level 2 Regulation; f) the AIFM Regulations; or g) the OEIC Regulations.

<i>Scheme Property</i>	means the property of the Company or such part of it as is attributable to a particular Sub-Fund, as the context may require in each case, from time to time;
<i>Seal</i>	means the common seal, if any, of the Company in such form as may be adopted by the Directors from time to time;
<i>Share</i>	means a unit of entitlement in the Scheme Property and income of the Company, which may be either Larger Denomination Share or a Smaller Denomination Share (as the context requires);
<i>Shareholder</i>	means a holder of Shares;
<i>Signed</i>	includes Signed by way of a signature or representation of a signature affixed by a photographic, electronic or mechanical means including (for the avoidance of doubt) electronic signatures or any other electronic evidence of assent, except where the context specifically requires otherwise;
<i>Smaller Denomination Share</i>	means a proportional unit of entitlement to the Scheme Property and income of the Company, being one thousandth of a Larger Denomination Share;
<i>State</i>	means a state of the United States of America;
<i>Sub-Fund</i>	means a constituent part of the Scheme Property of the Company which is pooled separately, to which specific assets and liabilities of the Company may be attributed and which is invested in accordance with the investment objectives and policy applicable to that Scheme Property pursuant to clause 12 and Part B of the Schedule to this Instrument and any reference to <i>Sub-Funds</i> shall be to the Sub-Funds from time to time of the Company;
<i>Sub-Fund Meeting</i>	means a meeting of Shareholders of a Sub-Fund of which notice has been duly given;
<i>US</i>	the United States of America (including any States thereof

and the District of Columbia), its territories, possessions and all other areas subject to its jurisdiction;

US Person

unless otherwise determined by the ACD:

- (i) a resident of the US;
 - (ii) a partnership, limited liability company, corporation or other entity organised in or under the laws of the US or any State or other jurisdiction thereof, or any entity taxed as such or required to file a tax return as such under the US Federal income tax laws;
 - (iii) any estate of which any executor or administrator is a US Person;
 - (iv) any trust of which any trustee, beneficiary or, if the trust is revocable, any settlor is a US Person;
 - (v) any agency or branch of a foreign entity located in the US;
 - (vi) any discretionary or non-discretionary account or similar account (other than an estate or trust) held by a dealer or fiduciary for the benefit or account of a resident of the US;
 - (vii) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised or incorporated in the US, or (if an individual) a resident of the US;
 - (viii) any employee benefit plan unless such employee benefit plan is established and administered in accordance with the laws of a country other than the US and the customary practices and documentation of such country;
- and
- (ix) any person or entity whose ownership of Shares or solicitation for ownership of Shares the ACD through its officers or directors shall determine may violate any securities laws or banking laws of the US or any State or other jurisdiction thereof.

Except that a US Person shall not include corporations, partnerships or other entities which are organised or incorporated under the laws of any non-US jurisdiction, unless such corporation, partnership or other entity was formed by such US Person principally for the purpose of investing in securities not registered under the US Securities Act of 1933, as amended

Valuation Point

means the point, whether on a periodic basis or for a particular valuation, at which the ACD carries out a valuation of Scheme Property for the purpose of determining the price at which Shares of a Class may be issued, cancelled, sold, redeemed or exchanged.

- 1.2 Any reference in this Instrument to any statute, statutory provision or regulation shall be construed as including a reference to any modification, amendment, extension, replacement or re-enactment thereof for the time being in force.
- 1.3 In this Instrument, words denoting the singular shall include the plural and vice versa. Words denoting one gender only shall include all genders. Words denoting persons shall include companies or associations or unincorporated bodies of persons.
- 1.4 In this Instrument, the word “may” shall be construed as permissive and the word “shall” shall be construed as imperative.
- 1.5 The word “company” shall (unless the contrary intention is expressed) mean a body corporate including (without limitation) a company within the meaning of the FCA Rules.
- 1.6 Any reference in this Instrument to Shares being issued “in respect of” or “relating to” a Sub-Fund shall be construed as a reference to Shares issued by the Company which give the holder thereof rights (as provided for in the Regulations and this Instrument) for the time being to participate in that part of the Scheme Property attributable or deemed to be attributable to the Sub-Fund in question.
- 1.7 The headings and any footnotes used in this Instrument are for convenience only, do not form part of, and shall not affect the construction of, this Instrument.
- 1.8 Any reference in this Instrument to clause numbers shall (unless the contrary intention is expressed) be construed as a reference to clauses of this Instrument.
- 1.9 Any reference in this Instrument to more than one Director, Directors in the plural or to a board or committee of Directors shall, during such time as the ACD is the sole Director, be read and construed as a reference to the ACD in its capacity as ACD.

2. Constitution

- 2.1 The head office of the Company is situated in Scotland.
- 2.2 The Company is an open-ended investment company with variable share capital.
- 2.3 The Shareholders are not liable for the debts of the Company. A Shareholder is not liable to make any further payment to the Company after he has paid the subscription price of his Shares and no further liability can be imposed on him in respect of those Shares.
- 2.4 The Scheme Property of the Company is entrusted to a Depositary for safekeeping (in accordance with and subject to any exceptions permitted by the FCA Rules).
- 2.5 Charges or expenses of the Company may be taken out of the Scheme Property.
- 2.6 The Company shall continue in existence until otherwise wound up in accordance with the FCA Rules.

3. Name

The name of the Company is RBS Investment Options ICVC.

4. Object

- 4.1 The object of the Company is to invest the Scheme Property in transferable securities, money market instruments, cash and near cash, units and Shares in collective investment schemes, deposits, derivative instruments and forward transactions, immovable property and gold in accordance with the FCA Rules (which may include stock lending, borrowing, cash holdings, hedging and using other investment techniques permitted in COLL) applicable to the Company and each Sub-Fund according to the type of authorisation of the Company as set out in clause 5 of this Instrument with the aim of spreading investment risk and giving its Shareholders the benefit of the results of the management of that property.
- 4.2 Up to 100% of the Scheme Property of each Sub-Fund may (subject to the terms of its policy) be invested in government and public securities issued by or on behalf of or guaranteed by a single issuer.

5. Type of Scheme

The Company is authorised as a non-UCITS retail scheme for the purposes of the FCA Rules and an umbrella company as defined in the OEIC Regulations and Shareholders are entitled to exchange rights in one Sub-Fund for rights in another in accordance with this Instrument. The Company is also an AIF for the purposes of the Regulations.

6. Designated Person

The person designated for the purposes of paragraph 4 of Schedule 4 to the OEIC Regulations shall be the person who is for the time being the ACD of the Company.

7. Eligible Markets

7.1 Subject to any restrictions contained in the FCA Rules or this Instrument, the Company has the power to invest in any securities market or deal on any derivatives market:

- (a) which is an eligible securities market or eligible derivatives market under the FCA Rules to the extent that the power to do so is conferred by the FCA Rules; or
- (b) to the extent that the power to do so is otherwise conferred by the FCA Rules irrespective of any issue of eligibility.

7.2 The ACD, after consultation with and notification to the Depositary and any Directors in addition to the ACD, may in accordance with the FCA Rules choose a market as one which is appropriate for the purpose of investment of, or dealing in, the Scheme Property in addition to those otherwise permitted under the FCA Rules. Any such market will be an eligible market for the purposes of the FCA Rules and a list of such markets will be included in the Prospectus.

8. Base Currency

The accounts of the Company shall be prepared in sterling or such other currency or currencies as may be the lawful currency of the United Kingdom from time to time.

9. Share Capital and Classes of Share

9.1 The capital of the Company shall be represented by Shares of no par value and shall at all times be equal to the Net Asset Value of the Company in Base Currency.

- 9.2 The minimum capital of the Company shall be £100 and the maximum capital shall be £100,000,000,000.
- 9.3 The Company may issue one or more of such Classes of Shares as are set out in Part A of the Schedule to this Instrument and may do so in respect of such Sub-Funds as set out in Part B of the Schedule and the rights attaching to each Class of Shares shall be as set out in this Instrument and in accordance with the Regulations.
- 9.4 The Directors may by resolution from time to time create Classes of Share in respect of a Sub-Fund additional to those set out in Part A of the Schedule to this Instrument. On the creation of any new Class a new Part A of the Schedule to this Instrument showing the new Class and the rights attaching to it (as well as those of the other extant Classes) shall be substituted for the previous Part A and form part of this Instrument to the exclusion of the previous part.
- 9.5 The terms of issue of Shares in any particular Class may include restrictions by reference to the occasion or occasions on which Shares of that Class may be issued or the amount or value of Shares of that Class that may be issued.
- 9.6 The special rights attaching to a Class are not (unless otherwise expressly provided by the conditions of issue of such Shares) deemed to be varied by:
- (a) the creation, allotment or issue of further Shares of any Class ranking pari passu with them;
 - (b) the switch of Shares of any Class into Shares of another Class (whether or not the Classes are in different Sub-Funds);
 - (c) the creation, allotment, issue or redemption of Shares of another Class within the same Sub-Fund, provided that the interests of that other Class in the Sub-Fund represent fairly the financial contributions and benefits of Shareholders of that Class;
 - (d) the creation, allotment, issue or redemption of Shares of another Sub-Fund;
 - (e) the exercise by the Directors of their powers under clause 14.9; or
 - (f) the passing of any resolution at a meeting of holders of Shares in another Sub-Fund, which does not relate to the Sub-Fund in which the Class is interested.

- 9.7 Where a Class is denominated in a currency which is not the Base Currency, distributions paid on Shares on that Class shall, in accordance with the FCA Rules, be in the currency of that Class and statements of amounts of money or values included in statements and in tax certificates shall also be given in the currency of that Class (whether or not also given in the Base Currency).
- 9.8 Votes at meetings of the Sub-Fund of which the Class forms part shall be determined in accordance with the proportionate interests in the Sub-Fund ascertained in accordance with Part D of the Schedule and the FCA Rules.
- 9.9 Where for any purpose not specifically covered by the Regulations or this Instrument it is necessary to convert one currency into another, conversions shall be made at a rate of exchange decided by the ACD as being a rate that is not likely to result in any material prejudice to the interests of Shareholders or potential Shareholders.

10. Issue, Cancellation, Sale and Redemption

- 10.1 Shares will be issued and cancelled, and may be purchased or redeemed, in accordance with the Regulations and the procedures set out in the Prospectus.
- 10.2 The ACD will issue or cancel Shares in the Company by making a record of the issue or cancellation of such Shares and the number of Shares in each Class concerned. Subject to and in accordance with the Regulations, the issue or cancellation of Shares may take place through the Company directly.
- 10.3 Redemptions of a Class of Shares in relation to any Sub-Fund may be deferred at a Valuation Point to the next Valuation Point where the requested redemptions exceed the proportion stated in the Prospectus in relation to the Class concerned.

11. In Specie Issue and Cancellation

The Company may take into or pay out of the Scheme Property assets other than cash as payment for the issue or cancellation of Shares but only if the Depositary has taken reasonable care to ensure that receipt or payment out of the property concerned would not be likely to result in any material prejudice to the interests of Shareholders of the Company.

12. Sub-Funds

- 12.1 The assets of a Sub-Fund of the Company belong exclusively to that Sub-Fund and shall not be used to discharge (directly or indirectly) the liabilities of, or claims

against, any other person or body, including the Company, or any other Sub-Fund and shall not be available for any such purpose.

12.2 Subject to the FCA Rules, all consideration received for the account of the Company for the issue of Shares in respect of a Sub-Fund together with the investments in which such consideration is invested or reinvested, and all income, earnings, profits and proceeds thereof and liabilities and expenses relating thereto shall be pooled and kept separate from all other monies, investments, assets, liabilities and expenses of the Company and the following provisions shall apply to each Sub-Fund:

12.2.1 for each Sub-Fund the Company shall keep books in which all transactions relating to the relevant Sub-Fund shall be separately recorded and the assets and the liabilities, income and expenditure attributable to that Sub-Fund shall be applied or charged to such Sub-Fund subject to the provisions of this clause;

12.2.2 any asset derived from any other asset (whether cash or otherwise) comprised in any Sub-Fund shall be applied in the books of the Company to the same Sub-Fund as the asset from which it was derived and any increase or diminution in the value of such asset shall be applied to the relevant Sub-Fund;

12.2.3 each Sub-Fund shall be charged with the liabilities, expenses, costs and charges of the Company in respect of or attributable to that Sub-Fund; and

12.2.4 any assets, liabilities, expenses, costs or charges not attributable to one Sub-Fund may be allocated by the Directors between Sub-Funds in accordance with the Regulations and the FCA Rules in a manner which the Directors consider is fair to the shareholders of the Company.

12.3 Any Sub-Fund shall be terminated subject to and in accordance with the Regulations, by the Directors in their absolute discretion if:

(a) one year from the date of the first issue of Shares relating to that Sub-Fund or at any date thereafter the Net Asset Value of the Sub-Fund is less than £1 million or its equivalent in the Base Currency of the Sub-Fund; or

(b) the Directors agree that it is desirable to terminate the Sub-Fund.

This is without prejudice to any provision in the Regulations by virtue of which any Sub-Fund may be terminated in other circumstances.

12.4 The Sub-Funds of the Company for the time being constituted and their respective investment objectives and categories are set out in Part B of the Schedule to this Instrument.

12.5 The Directors may by resolution from time to time create such additional Sub-Fund or Sub-Funds with such investment objectives and such restrictions as to investment or otherwise and denominated in such currencies, as the Directors shall from time to time determine. On creation of any such Sub-Fund or Sub-Funds a new Part B of the Schedule to this Instrument including the specified details of the new Sub-Fund or Sub-Funds (as well as those of the other extant Sub-Funds) will be substituted for the previous one and shall form part of this Instrument to the exclusion of the previous one.

13. Valuation and Pricing

13.1 The Scheme will be single priced. The Net Asset Value of the Company and each Sub-Fund shall be determined in accordance with the FCA Rules, and, subject thereto, in accordance with Part C of the Schedule to this Instrument and the Prospectus. Subject to the FCA Rules and in the absence of bad faith, negligence or manifest error, such determination by the ACD shall be definitive. The basis for the pricing of any Shares issued by the Company shall be forward pricing in accordance with the FCA Rules.

13.2 The ACD will inform shareholders by such durable medium that it shall at its discretion determine, or by means of its webpages (having regard at all times to the identity and information needs of the shareholders and the Regulations) the valuations and calculations of the value of the Scheme Property determined in accordance with Part C of the Schedule to this Instrument.

14. Exchange of Shares

14.1 Subject to the following provisions of this Instrument and the Prospectus any Shareholder may give notice to the Company in such form as the Directors may from time to time determine (an **Exchange Notice**) of his desire to exchange all or some of his Shares of one Class issued in respect of any Sub-Fund (the **Original Shares**) for Shares of another Class issued in respect of the same Sub-Fund or for Shares issued in respect of a different Sub-Fund, (the **New Shares**).

- 14.2 Upon receipt by the Company of an Exchange Notice, the ACD shall arrange for the Company to cancel (or, at its discretion, the ACD shall itself redeem) the Original Shares and issue (or, at its discretion, the ACD shall sell to the Shareholder) such number of New Shares as is arrived at by reference to this clause 14 provided that, so far as the Regulations allow and subject to clause 14.4, the Directors may impose such restrictions as to the Classes for which exchange may be effected and may make exchange subject to such charge, as they shall determine.
- 14.3 In cases where the New Shares would be issued or sold in relation to a different Valuation Point than that in respect of which the Original Shares are to be cancelled or redeemed, the Directors may impose such restrictions as to the frequency and/or timing of the exchange as they shall determine.
- 14.4 Where an Exchange Notice relates to a desired exchange of Shares between Classes issued in respect of different Sub-Funds, the Directors shall not impose restrictions as to the Classes of New Shares for which exchange may be effected unless:
- (a) the provisions of the Prospectus limit the issue of Shares in such other Classes in respect of such different Sub-Funds;
 - (b) there are reasonable grounds relating to the circumstances of the Shareholder concerned for refusing to issue or sell Shares of a particular Class to him; or
 - (c) clause 14.9 applies.
- 14.5 For the avoidance of doubt, and in addition to the powers given to the Directors above, the Directors may refuse to give effect to an exchange, whether in whole or in part, of a holding of Shares of any Class in any case where they are permitted by the Regulations or this Instrument to refuse to give effect to a request by the Shareholder for the redemption or cancellation of the Original Shares or the issue or sale of the New Shares.
- 14.6 Exchange pursuant to this clause 14 of the Original Shares specified in an Exchange Notice shall take place at the first Valuation Point after the Exchange Notice is received or deemed in accordance with this clause 14 or clause 15 to have been received by the Company or at such other Valuation Point as the Directors at the request of the Shareholder giving the relevant Exchange Notice may determine.

14.7 For the purposes of this clause and for the avoidance of doubt, the ACD shall be treated as being the Shareholder of all Shares (other than bearer shares) in the Company which are in issue and in respect of which no other person's name is entered on the register.

14.8 Subject to clauses 14.9 and 15 the Directors shall determine the number of New Shares to be issued or sold to the Shareholder on an exchange in accordance with the following formula:

$$N = O \times \frac{(CP \times ER)}{SP}$$

where:

N is the number of New Shares to be issued or sold;

O is the number of Original Shares specified (or deemed to be specified) in the Exchange Notice which the holder has requested to exchange.

CP is the price at which a single Original Share may be cancelled or redeemed as at the Valuation Point applicable to the cancellation or redemption as the case may be;

ER is 1, where the Original Shares and the New Shares are designated in the same currency and, in any other case, is the exchange rate determined by the Directors in their absolute discretion (subject to the FCA Rules) as representing the effective rate of exchange between the two relevant currencies as at the date the Exchange Notice is received (or deemed pursuant to this clause 14 or clause 15 to have been received) by the Company having adjusted such rate as may be necessary to reflect any costs incurred by the Company in making any transfer of assets as may be required as a consequence of such an exchange being effected; and

SP is the price at which a single New Share can be purchased,

and where each number referred to in the definition of "N" or "O" shall be expressed as a number to the third decimal place if necessary (and rounded down thereto in the case of N) such that the integer represents the number of Larger Denomination Shares in question and the decimal when multiplied by 1,000 represents the number of Smaller Denomination Shares in question.

- 14.9 The Directors may adjust the number of New Shares to be issued or sold in accordance with clause 14.8 to reflect the imposition of the exchange charge referred to in clause 14.2 together with any other charges or levies in respect of the issue or sale of the New Shares or cancellation or redemption of the Original Shares as may be made without infringement of the Regulations.
- 14.10 Where an exchange of Shares would, if effected in accordance with the terms of any Exchange Notice, result in a Shareholder holding less than the permitted minimum holding (by number or value) of either Original Shares or New Shares as set out in the Prospectus, then the Directors may (at their discretion) decide either to:
- (a) treat the Shareholder in question as having served an Exchange Notice in respect of their entire holding of Original Shares; or
 - (b) refuse to give effect to the Exchange Notice in question.
- 14.11 For the avoidance of doubt:
- 14.11.1 each Exchange Notice shall relate only to the Exchange of Shares of a single Class; and
 - 14.11.2 an Exchange Notice may be given in respect of a desired exchange of Shares between a Class issued in respect of different Sub-Funds and an exchange of Shares between different Classes issued in respect of the same Sub-Fund.
- 14.12 When the holder of any Gross Paying Shares fails or ceases for whatever reason to be entitled to receive distributions or have allocations made in respect of his holding of such Shares without deduction of United Kingdom tax he shall, without delay, give notice thereof to the Company and the Company shall, upon receipt of such notice, treat the Shareholder concerned as if he had served on the Company an Exchange Notice or Notices pursuant to this clause 14 requesting exchange of all of the Gross Paying Shares owned by such holder for Net Paying Shares of the Class or Classes which, in the opinion of the Directors, most nearly equate to the Class or Classes of Gross Paying Shares held by that Shareholder and the provisions of clauses 14.1 to 14.11 inclusive shall be applied accordingly.
- 14.13 If at any time the Company or the Directors become aware that the holder of any Gross Paying Shares has failed or ceased for whatever reason to be entitled to receive distributions or have allocations made in respect of his holding of such Shares without deduction of United Kingdom tax, then the Company shall, without

delay, treat the Shareholder concerned as if he had served on the Company an Exchange Notice or Notices pursuant to this clause 14 requesting exchange of all of the Gross Paying Shares owned by such holder for Net Paying Shares of the Class or Classes which, in the opinion of the Directors, most nearly equates to the Class or Classes of Gross Paying Shares held by that Shareholder and the provisions of clauses 14.1 to 14.11 inclusive shall be applied accordingly.

14.14 An amount equal to any tax charge incurred by the Company or for which the Company may be held liable as a result of an exchange pursuant to this clause 14 shall be recoverable from the Shareholder concerned and may be accounted for in any adjustment made of the number of New Shares to be issued pursuant to clauses 14.8 and 14.9.

14.15 If at any time the ACD is not entitled to receive distributions or have income allocations made in respect of Shares held by it without deduction of United Kingdom tax and has redeemed any Gross Paying Shares pursuant to the FCA Rules, the ACD shall forthwith following such redemption arrange for the Company to cancel any such Gross Paying Shares or (at its discretion) the ACD shall forthwith sell such Gross Paying Shares to a person who is (or appears to the ACD to be) entitled to hold the same.

15. Restrictions on Holding Shares

15.1 The Directors may from time to time take such action and impose such restrictions as they think necessary for the purpose of ensuring that no Shares in the Company are acquired or held by any person in circumstances (**Relevant Circumstances**):

- (a) which constitute a breach of the law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory; or
- (b) which would require the Company, the ACD or any investment manager to be registered under any law or regulation of any country or territory or cause the Company to apply for registration or comply with any registration requirements in respect of any of its Shares whether in the US or any other jurisdiction in which it is not currently registered; or
- (c) which would (or would if other Shares were acquired or held in like circumstances), in the opinion of the ACD, result in the Company, any of its Shareholders, the ACD or any investment manager incurring any liability to taxation or suffering any other legal, regulatory, pecuniary or other adverse consequence (including a requirement to

register under any securities or investment or similar laws or governmental regulation of any country or territory) which it or they might not otherwise have suffered or;

- (d) where such person is a US Person or is holding the Shares for the account or benefit of a US Person.

For the purposes of the "relevant circumstances" above, "investment manager" shall include any person appointed by the ACD and/or the Company to provide investment management and/or investment advisory services in respect of the Scheme Property of the Company or in respect of the Sub-Funds.

In this connection, the Directors may, inter alia, reject at their discretion any application for the sale or switching of, Shares or any Exchange Notice given pursuant to clause 14.

- 15.2 If it comes to the notice of the Directors that any Shares (**Affected Shares**) have been acquired or are being held in each case whether beneficially or otherwise in any of the Relevant Circumstances referred to in clause 15.1 or if they reasonably believe this to be the case the Directors may give notice to the holder of the Affected Shares requiring the transfer of such Shares to a person who is qualified or entitled to own the same or to give a request in Writing for the redemption or cancellation of such Shares in accordance with the FCA Rules. If any person upon whom such a notice is served pursuant to this clause does not within thirty days after the date of such notice transfer his Shares to a person qualified to hold the same, or establish to the satisfaction of the ACD (whose judgement shall be final and binding) that he and any person on whose behalf he holds the Affected Shares are qualified and entitled to hold the Shares, he shall be deemed upon the expiration of that thirty day period to have given a request in Writing for the redemption or cancellation (at the discretion of the ACD) of the Affected Shares pursuant to the FCA Rules.

- 15.3 A person who becomes aware that he has acquired or holds Shares whether beneficially or otherwise (**Affected Shares**) in any of the Relevant Circumstances referred to in clause 15.1 shall forthwith, unless he has already received a notice pursuant to clause 15.2 either transfer or procure the transfer of all the Affected Shares to a person qualified to own the same or give a request in Writing or procure that a request is so given for the redemption or cancellation of all the Affected Shares pursuant to the FCA Rules.

16. Title to Shares

16.1 The Company may issue bearer shares evidenced by a Share certificate (**Bearer Share Certificate**) in respect of any Class of Shares. The Company may further provide by coupons or otherwise for the payment of distributions in respect of bearer shares.

16.2 Certificates in respect of bearer shares shall be issued in respect of such number of bearer shares and subject to such conditions as the Directors may from time to time decide. In particular, the Directors shall prescribe:

(a) the form of Bearer Share Certificate to be used and the method of authentication thereof;

(b) the conditions on which the Bearer Share Certificate or any coupon or similar document which has been lost, worn out or destroyed will be renewed or replaced; and

(c) the manner in which the holder of a bearer share shall be entitled to receive notice of and vote at any general meeting of the Company or Class Meeting,

and such terms shall be printed on the reverse of the Bearer Share Certificate.

16.3 Title to Shares other than bearer shares shall be evidenced by an entry in the Register of Shareholders (**Registered Shares**), and the Company shall not issue certificates to Shareholders of Registered Shares. A statement of shareholding (**Periodic Statement**) in respect of Shares for which no certificates are to be issued shall be sent to each holder of such Shares at least once a year in such form as the Directors may decide. A Periodic Statement shall not constitute a document of title to the Shares to which it refers.

16.4 Where a holder of Registered Shares of a Class which may be issued in bearer form requests in Writing to the Company that his name be removed from the register in respect of some or all of those Shares then the Directors may at their discretion:

(a) issue to him one or more Bearer Share Certificates in exchange for such evidence of identity as the Directors may require to be produced; and

(b) remove the name of the holder from the register in respect of the relevant Shares.

16.5 Where a holder of bearer shares requests in Writing to the Company that his name be entered in the register of Shareholders in respect of some or all of those Shares

the Company shall, upon surrender to the Company of the Bearer Share Certificate(s) representing title to those Shares together with all outstanding coupons, if any, relating thereto for cancellation, enter the name of that holder in the register of Shareholders in respect of those Shares. The Company shall not be responsible for any loss incurred by any person upon the surrender of a Bearer Share Certificate by reason of the Company entering in the register of Shareholders the name of any person who is not the true and lawful owner of the bearer share(s) represented thereby.

16.6 The ACD may, at its discretion, decline to give effect to a request for the redemption or exchange of bearer shares unless it is accompanied by the Bearer Share Certificate(s) representing title to such Shares, together with all outstanding coupons, if any, relating thereto and may, at its discretion, impose a charge payable for the account of the Directors to cover the costs of complying with any such request as is mentioned in the two preceding clauses, the amount of such charge to be determined by the ACD in any event. The Company is authorised to charge for issuing any document or for recording, or for amending, an entry on the register (otherwise than on the purchase, sale, issue or cancellation of Shares).

16.7 The Company shall not be responsible for any loss incurred by any person by reason of the Company giving effect to a request for the redemption or exchange of bearer shares and paying the proceeds of such redemption to the person so requesting.

17. Denominations of Shares

The rights attaching to the Shares of all Classes may be expressed in two denominations: Larger Denomination Shares and Smaller Denomination Shares. In each of those Classes, the proportion of a Larger Denomination Share represented by a Smaller Denomination Share shall be one thousandth of the Larger Denomination Share.

18. Transfer and Transmission of Shares

18.1 All transfers of Registered Shares (not being participating securities) shall be effected by transfer in any usual or common form or in any other form as may be approved by the Directors. The transfer must be in Writing unless the Directors decide otherwise. The signature on any instrument of transfer may be affixed manually or electronically and may be an actual signature or a facsimile signature or any form of signature approved by the Directors. The Directors shall not be bound to enquire as to the genuineness of any signature. The transferor shall remain the holder of the Shares

concerned until such time as the name of the transferee is entered in the register in respect thereof.

- 18.2 No instrument of transfer may be given in respect of more than one Class of Shares.
- 18.3 In the case of a transfer to joint holders, the number of joint holders to whom a Share is to be transferred may not exceed four.
- 18.4 Unless the ACD in its discretion decides otherwise, no transfer may result in either the transferor or the transferee holding fewer Shares of the Class concerned or Shares of such Class having a lesser aggregate value than any number or value as is stated in the Prospectus as the minimum number or value of Shares of that Class which may be held.
- 18.5 The Company may refuse to register a transfer of Shares unless there has been paid for the account of the Company, an amount determined by the ACD not exceeding the amount that would be derived by applying the rate of stamp duty reserve tax to the market value of the Shares being transferred. This clause shall not apply to transfers excluded by law from a charge to stamp duty reserve tax.
- 18.6 Any person becoming entitled to a Share or Shares in consequence of the death or bankruptcy of a Shareholder or otherwise by operation of law may, subject as provided below and upon such evidence being produced as may from time to time be lawfully required by the Directors as to his entitlement, either be registered himself as the holder of the Share or Shares, or elect to have some person nominated by him registered as the transferee thereof. If the person so becoming entitled elects to be registered himself, he shall deliver or send to the Company a notice in Writing Signed by him stating that he so elects. If he shall elect to have his nominee registered, he shall signify his election by signing and delivering or sending to the Company an instrument of transfer of such Share or Shares in favour of his nominee.
- 18.7 All the limitations, restrictions and provisions of this Instrument relating to the right to transfer and the registration of transfers of Shares shall be applicable to any notice or instrument of transfer given or made pursuant to clause 18.6 as if the death or bankruptcy of the Shareholder or other event giving rise to the transmission had not occurred and the notice or instrument of transfer were an instrument of transfer Signed by that Shareholder.
- 18.8 A person becoming entitled to a Share or Shares in consequence of the death or bankruptcy of a Shareholder or otherwise by operation of law shall (upon such

evidence being produced as may from time to time be lawfully required by the Directors as to his entitlement) be entitled to receive and may give a discharge for any income distributions or other monies payable in respect of the Share or Shares, but he shall not be entitled in respect of the Share or Shares to receive notices of or to attend or vote at general meetings of the Company or, save as stated above, to exercise in respect of the Share or Shares any of the rights or privileges of a Shareholder until he shall have become registered as the holder thereof. The Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the Share or Shares in question and if the notice is not complied with within sixty days the Directors may then withhold payment of any income distributions and other monies payable in respect of the Share or Shares until the requirements of the notice have been complied with.

19. General Meetings

- 19.1 All general meetings shall be called extraordinary general meetings. General meetings may be convened in accordance with the FCA Rules. The Company will not convene any annual general meetings.
- 19.2 An extraordinary general meeting, Sub-Fund Meeting or Class Meeting may be convened by the Depositary, the ACD or any Director at any time.
- 19.3 The Shareholders may request that an extraordinary general meeting be convened by depositing at the head office of the Company a requisition which is dated, states the objects of the meeting and is Signed by Shareholders representing not less than one-tenth of all Shares in issue. On receipt of such requisition an extraordinary general meeting must be convened within eight weeks by one of the persons mentioned in clause 19.2 above. Shareholders of a Sub-Fund or Class relating to a Sub-Fund may convene a Sub-Fund Meeting or Class Meeting respectively in like manner (the relevant proportion of Shares being represented for convening the meeting being one-tenth of all Shares in issue in the Sub-Fund or Class convened).
- 19.4 Every notice convening a general meeting, Sub-Fund Meeting or Class Meeting shall be in Writing, specify the time and the place of the meeting and the general nature of the business to be transacted. Each Shareholder must be given at least 14 days notice. The accidental omission to give notice to, or the non-receipt of notice by, any Shareholder shall not invalidate the proceedings at any meeting. Shareholders are entitled to receive notice of a meeting and to vote at a meeting if they were holders of Shares in the Company on such date as may be specified in the Prospectus before the notice is sent out. This will not, however, include those who are known to the Directors not to be holders at the date of the meeting.
- 19.5 Every such notice shall include a statement with reasonable prominence that a Shareholder entitled to attend and vote is entitled to appoint one or more proxies to attend and, on a poll, vote instead of him and that a proxy need not be a Shareholder of the Company or of the Sub-Fund or the Class concerned.

20. Proceedings at General Meetings

- 20.1 The provisions of this Instrument which relate to proceedings at meetings shall apply equally to Class Meetings and Sub-Fund Meetings as they apply to general meetings.

- 20.2 Prior to each general meeting, the Depositary shall nominate an individual to act as chairman and, if that individual is not present within fifteen minutes (which shall be deemed a reasonable time) of the time appointed for holding the meeting or declines or is unable to take the chair, the Shareholders present shall choose one of their number to be chairman of the meeting.
- 20.3 No business may be transacted at a general meeting unless a quorum is present. The absence of a quorum does not prevent the appointment of a chairman in accordance with this Instrument, which shall not be treated as part of the business of the meeting. The quorum required to conduct business at a general meeting is two Shareholders, present in person or by proxy.
- 20.4 If a quorum is not present within fifteen minutes (which shall be deemed to be a reasonable time) after the time fixed for the start of the meeting or if there is no longer a quorum present at any time during the meeting, the meeting, if convened on the requisition of Shareholders, is dissolved. In any other case it stands adjourned to such other day and time (being not less than seven nor more than 28 days after the day and time for the meeting) and place as the chairman decides. If at an adjourned meeting under this clause 20.4 a quorum is not present within fifteen minutes (which shall be deemed to be a reasonable time) after the time fixed for the start of the meeting, one person entitled to be counted in a quorum shall constitute a quorum and if there is no such person the meeting is dissolved. Notice to this effect must be given to each Shareholder prior to the meeting.
- 20.5 If at any time the only Director of the Company is the ACD, the last preceding clause of this Instrument shall have no effect and the duly authorised representative of the ACD shall preside as chairman at a general meeting and, if the ACD's representative is not present or declines to take the chair, the Shareholders present shall choose one of their number to be chairman of the meeting.
- 20.6 The chairman of any general meeting at which a quorum is present may with the consent of the meeting (and shall if so directed by the meeting) adjourn the meeting from time to time (or without date) and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. Where a meeting is adjourned without agreement as to the date, the time and place for the adjourned meeting, the date, time and place for the adjourned meeting shall be fixed by the Directors. When a meeting is adjourned for thirty days or more or for an indefinite period, not less than seven days' notice of the adjourned meeting shall be given in like manner as in the case of the original meeting.

- 20.7 Subject to clause 20.6 above, in the case of an adjournment of a meeting at which a quorum is present, it shall not be necessary to give any notice of such an adjournment or of the business to be transacted at the adjourned meeting.
- 20.8 A meeting of Shareholders or a Sub-Fund Meeting or a Class Meeting (as the case may be) duly convened and held shall have the power by the passing of the appropriate resolution to decide any matter (including, without limitation, the suspension or curtailment of the powers of the Directors), subject to the Regulations and (in the case of Sub-Fund Meetings and Class Meetings) subject also to any rights in relation to that matter which Shareholders of other Sub-Funds or Classes may have.
- 20.9 The Depositary shall be entitled to appoint a representative to attend and speak on its behalf at each general meeting, Sub-Fund Meeting and Class Meeting and shall be entitled to convene any such meeting.
- 20.10 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:
- (a) the chairman of the meeting;
 - (b) not less than two Shareholders; or
 - (c) the Depositary.

A demand by a proxy is deemed to be a demand by the member appointing the proxy. The chairman must exercise his power to demand a poll if requested to do so by the ACD.

- 20.11 A demand for a poll may be withdrawn only with the approval of the chairman of the meeting. Unless a poll is required, a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book or other record of proceedings, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded for or against such resolution. If a poll is required, it shall be taken in such a manner (including the use of ballot papers or electronic or computer voting systems) as the chairman of the meeting may direct and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The

chairman of the meeting may (and, if so directed by the meeting, shall) appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.

- 20.12 A poll demanded on the choice of the chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than thirty days from the date of the meeting) and at such place and in such manner or by such other means (including by post) as the chairman may direct. No notice need be given of a poll not taken immediately. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.
- 20.13 The chairman of any general meeting at which a quorum is present may at any time, without the consent of the meeting, adjourn the meeting to another time or place if it appears to him that:
- (a) the number of persons wishing to attend cannot be conveniently accommodated in the place(s) appointed for the meeting;
 - (b) the unruly conduct of persons attending the meeting prevents, or is likely to prevent, the orderly continuation of its business; or
 - (c) an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.
- 20.14 The chairman of a general meeting may take any action he considers appropriate for, for example, the safety of people attending a general meeting, the proper and orderly conduct of the general meeting or in order to reflect the wishes of the majority. He may, for example, require any people to prove who they are, carry out security searches, and stop certain things being taken into the meeting. The chairman may on reasonable grounds refuse to allow any person into a meeting, or may arrange for any person who refuses to comply with any reasonable requirements imposed under this clause to be removed from a meeting. The Directors may arrange for any people whom they consider cannot be seated in the main meeting room (where the chairman will be) to attend and take part in a general meeting in an overflow room or rooms. Any overflow room will have a live video link from the main room, and a two-way sound link. The notice of the meeting need not give details of any arrangements under this clause. The Directors may decide how to divide people between the main

room and any overflow room. If any overflow room is used, the meeting will be treated as being held, and taking place, in the main room.

21. Voting Rights

21.1 The entitlement to vote at any general meeting of Shareholders or Class Meeting or Sub-Fund Meeting attaching to each Share is in accordance with the FCA Rules. On a show of hands, every Shareholder who is present in person has a vote. On a poll, the voting rights attached to each Share shall be such proportion of the voting rights attached to all the Shares in issue in the Company or Sub-Fund or of any Class (as the case may be) as the price of the Share bears to the aggregate price(s) of all the Shares in issue in the Company or such Sub-Fund or of such Class as at such date as may be specified in the Prospectus (subject to the FCA Rules). Except where an Extraordinary Resolution is specifically required or permitted by this Instrument or the FCA Rules, any resolution may be passed by an Ordinary Resolution. Subject to the FCA Rules, in the case of an equality of, or an absence of, votes cast, the chairman of the meeting is entitled to a casting vote.

21.2 Where a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any Shareholder on the ground (however formulated) of mental disorder, the Directors may in their absolute discretion upon or subject to production of such evidence of the appointment as the Directors may require, permit such receiver or other person on behalf of such Shareholder to vote on a poll in person or by proxy at any general meeting or Class Meeting or Sub-Fund Meeting or to exercise any right other than the right to vote on a show of hands conferred by ownership of Shares in relation to such meeting.

21.3 No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

22. Proxies

22.1 An instrument appointing a proxy shall be in Writing in any usual or common form or in any other form which the Directors may approve and:

22.1.1 in the case of an individual shall be Signed by the individual or his attorney; and

22.1.2 in the case of a corporation shall be either given under its common Seal or Signed on its behalf by a person duly authorised for the purpose by the corporation.

22.2 The signature on such instrument need not be witnessed. Where an instrument appointing a proxy is Signed on behalf of the appointor or by an attorney, the letter or power of attorney or a duly certified copy thereof must (failing previous registration with the Company) be lodged with the instrument appointing the proxy pursuant to the next following clause, failing which the instrument may be treated as invalid.

22.3 An instrument appointing a proxy must be left at or delivered to such place or one of such places (if any) as may be specified for the purpose in or by way of note to or in any document accompanying the notice convening the meeting (or, if no place is so specified, at the head office of the Company) by the time which is forty-eight hours before the time appointed for the holding of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used and, in default, shall be treated as invalid. The instrument appointing a proxy shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates.

22.4 A vote cast by proxy shall not be invalidated by the previous death or bankruptcy of the principal or by other transmission by operation of law of the title to the Shares concerned or by the revocation of the appointment of the proxy or of the authority under which the appointment of the proxy was made provided that no intimation in Writing of such death, insanity or revocation shall have been received by the Company at the head office by the time which is two hours before the commencement of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll at which the vote is cast.

23. Corporations Acting by Representatives

23.1 Any corporation which is a Shareholder may by resolution of the directors or other governing body of such corporation (and in respect of any Share or Shares in the Company of which it is the holder) authorise such individual as it thinks fit to act as its representative at any general meeting of the Shareholders or of any Class Meeting or Sub-Fund Meeting. The individual so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise in respect of such Share or Shares if it were an individual Shareholder and such

corporation shall for the purposes of this Instrument be deemed to be present in person at any such meeting if a person so authorised is so present. A corporation which holds Shares as nominee may appoint more than one such representative, each in respect of a specified number of Shares which the corporation holds, and each such representative shall be entitled to exercise such powers as aforesaid only in respect of the Shares concerned.

- 23.2 Any corporation which is a Director may by resolution of its directors or other governing body authorise such individual as it thinks fit to act as its representative at any general meeting of the Company, Class Meeting or Sub-Fund Meeting or at any meeting of the Directors. The person so authorised shall be entitled to exercise the same powers at such meeting on behalf of such corporation as the corporation could exercise if it were an individual Director and such corporation shall be deemed for the purposes of this Instrument to be present in person at any such meeting if a person so authorised is so present.

24. Directors

- 24.1 Except as otherwise prescribed by the Regulations, the business of the Company shall be managed by the Directors. They may arrange payment by the Company of all expenses incurred in forming and registering the Company and may exercise all powers of the Company (whether relating to the management of the business of the Company or otherwise) which are not required by the Regulations or this Instrument to be exercised by any other person or by the Company in general meeting. The general powers given by this clause shall not be limited or restricted by any special authority or power given to the Directors by any other clause.
- 24.2 Unless otherwise determined by the ACD the Company shall only have one Director. Additional Directors may be appointed in accordance with the Regulations.
- 24.3 If, and for so long as, the ACD is the sole Director of the Company, the ACD shall have authority to exercise all the powers, authorities and discretions expressed in this Instrument to be vested in the Directors and in the Regulations to be vested in the directors of an investment company with variable share capital generally.
- 24.4 If there is no ACD acting in respect of the Company, the Directors shall (subject to the FCA Rules) have authority to exercise all the powers, authorities and discretions expressed in this Instrument to be vested in the ACD and shall take action immediately to appoint a person to act as ACD, such person being qualified to act in this capacity.

- 24.5 If the Company ceases to have any Directors, the Depositary must appoint a person to act as ACD of the Company.
- 24.6 Any appointment made in accordance with clauses 24.2, 24.4 or 24.5 must terminate upon the expiration of 12 months from the date the appointment takes effect, unless such appointment has been approved by Ordinary Resolution before the expiration of the 12 month period (as the case may be).
- 24.7 A Director is not required to hold any Shares in the Company by way of qualification.
- 24.8 A Director is entitled to attend and speak at any general meeting, at any Sub-Fund Meeting and at any Class Meeting.
- 24.9 The Directors may from time to time appoint one or more of their number to be the holder of any office executive or otherwise (including, where considered appropriate, the office of chairman or deputy chairman) on such terms and for such period as they may determine and, without prejudice to the terms of any contract entered into in any particular case, may at any time revoke any such appointment.
- 24.10 The appointment of any Director to any office, executive or otherwise (including that of chairman and deputy chairman), shall automatically end if he ceases to be a Director but without prejudice to any claim for damages for breach of any contract of service between him and the Company.
- 24.11 No resolution made by the Company in general meeting or by the holders of the Shares of any Sub-Fund or any Class at a Sub-Fund or Class Meeting shall invalidate any prior act of the Directors which would have been valid if such resolution had not been made.
- 24.12 Subject to the FCA Rules, the Directors may appoint agents and delegate any of the powers, authorities and discretions vested in or exercisable by them, with power to sub-delegate. Any such appointment or delegation made by the Directors in accordance with the FCA Rules may be made upon such terms and subject to such conditions as the Directors may think fit, and the Directors may remove any such appointee, and may revoke or vary such delegation, but no person dealing in good faith and without notice of any such revocation or variation shall be affected by their doing so.

24.13 Subject to the FCA Rules, the Directors may by power of attorney appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under this Instrument) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

25. Remuneration of Directors

25.1 The Directors shall be entitled to remuneration for their services as Directors. Such remuneration shall (unless otherwise determined by the Directors) be deemed to accrue from day to day and the amount of such remuneration shall (subject to the FCA Rules) be determined by the Directors. For the avoidance of doubt, the ACD shall be entitled to be remunerated up to the full amount of any remuneration and on such basis as is permitted under the Regulations and disclosed in the Prospectus.

25.2 Any Director who holds any executive office including that of ACD (and including for this purpose the office of chairman or deputy chairman), or who serves on any committee of the Directors, or who otherwise performs services which, in the opinion of the Directors, are outside the scope of the ordinary duties of a director, may (subject to the FCA Rules) be paid such extra remuneration by way of fees, salary, commission or otherwise as the Directors may determine.

26. Directors' Expenses

26.1 The Directors may (subject to the FCA Rules) be paid by the Company all travelling, hotel and other expenses properly incurred by them (or, being a corporation, by its duly authorised representative(s)) in connection with their attendance at and return from meetings of the Directors, committees of such meetings, general meetings, Sub-Fund Meetings, Class Meetings of the Company or otherwise in connection with the business of the Company. For the avoidance of doubt, the ACD shall be entitled to the reimbursement of expenses of any type and on such basis for which it may be reimbursed in accordance with the Regulations and is disclosed in the Prospectus.

27. Meetings and Proceedings of Directors

- 27.1 Any decision or action which is authorised or required by the Regulations to be made or taken by the directors of an investment company with variable share capital or by this Instrument to be taken by the Directors shall, if and for so long as the ACD is the sole Director, be valid and effective if made or taken by the ACD.
- 27.2 Subject to the provisions of this Instrument, the Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. At any time any Director may summon a meeting of the Directors by at least seven days notice in Writing. Any Director may waive notice of any meeting (and any such waiver may be retroactive) and any Director who is present at a meeting of the Directors shall be deemed to have waived notice of such meeting.
- 27.3 The quorum necessary for the transaction of the business of the Directors may be fixed from time to time by the Directors and, unless so fixed at any other number, shall be two except where there is only one Director in which case he may exercise all the powers and discretions conferred on the Directors by this Instrument.
- 27.4 Any or all of the Directors, or members of a committee, can take part in a meeting of the Directors or of a committee by way of a conference telephone or similar equipment designed to allow everybody to take part in the meeting. The meeting shall be treated as being held at the place where the chairman is calling from even if no two Directors are in the same place. All Directors participating in that way shall be counted in the quorum of the meeting.
- 27.5 Questions arising at any meeting of the Directors shall be determined by a majority of votes cast. In the case of an equality of votes the chairman of the meeting shall have a second or casting vote.
- 27.6 The continuing Directors or a sole continuing Director may act notwithstanding any vacancy in their number but if and so long as the number of Directors is reduced below the minimum number fixed as the quorum, the continuing Directors or Director may (notwithstanding the provisions of clause 27.2) act for the purpose of filling such vacancies or of calling a general meeting but not for any other purpose. If there are no Directors able and willing to act, then any two Shareholders may summon a general meeting for the purpose of appointing one or more Directors subject to any maximum number fixed by or pursuant to this Instrument.

- 27.7 Unless he is unwilling to do so, the Director (if any) appointed as chairman shall preside at every meeting at which he is present or, failing which, the deputy chairman (if any) shall so preside. If no chairman or deputy chairman shall have been appointed or if at any meeting of the Directors no chairman or deputy chairman shall be present within five minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be chairman of the meeting.
- 27.8 If at any time there is more than one deputy chairman the right in the absence of the chairman to preside at a meeting of the Directors or of the Company shall be determined as between the deputy chairmen present (if more than one) by seniority in length of appointment or otherwise as resolved by the Directors.
- 27.9 A resolution in Writing Signed by all the Directors entitled to vote at a meeting of Directors or of all members of a committee of Directors shall be as valid and effective as a resolution duly passed at a meeting of the Directors or (as the case may be) committee of Directors and may consist of several documents in the like form each Signed by one or more Directors.
- 27.10 Subject to the FCA Rules, all acts done by the Directors or by any committee or by any person acting as a Director or member of a committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any Director or such committee or that any Director was disqualified or had vacated office, be as valid as if every such person or committee had been duly appointed and that every person so acting was qualified and had continued to be a Director and had been entitled to vote.

28. Interests of Directors

- 28.1 Subject to the Regulations and to clause 28.2 a Director may be party to, or in any way interested in, any contract or arrangement or transaction to which the Company is a party, or in which the Company is in any way interested. A Director may hold and be remunerated in respect of any office or place of profit (other than the office of auditor of the Company or Depositary) under the Company or any other company in which the Company is in any way interested (or any firm of which he is a member) and may act in a professional capacity for the Company or any such other company and be remunerated therefor and in any such case as aforesaid (save as otherwise agreed) he may retain for his own absolute use and benefit all profits and advantages accruing to him thereunder or in consequence thereof. Subject to the Regulations, no such contract, arrangement or transaction shall be avoided on the grounds of any such interest or benefit.

28.2 Subject to clause 28.3, any interest of a kind referred to in the last preceding clause of this Instrument must be declared by the Director who is so interested at the meeting of the Directors at which the question of entering into the contract or arrangement is first taken into consideration. A general notice in Writing given to the Directors by any Director to the effect that he is a shareholder, director, employee of, or might for any other reason be regarded as having an interest in relation to, any specified company or firm, and is to be regarded as interested in any contract or arrangement which may thereafter be made with that company or firm, shall (if such Director shall give the same at a meeting of the Directors or shall take reasonable steps to secure that the same is brought up and read at the next meeting of the Directors after it is given) be deemed a sufficient declaration of interest in relation to any contract or arrangement made.

28.3 If and for so long as the ACD is the sole Director of the Company the last preceding clause of this Instrument shall have no effect and, in such event, any interest of a kind referred to in clause 28.1 must be properly recorded and minuted by the ACD as soon as practicable after it becomes so interested. Nothing in this clause shall absolve the ACD from its fiduciary duty to act in the best interests of the Company as a whole.

28.4 Notwithstanding the provisions of clause 28.2, but subject to clause 28.3, a Director shall not vote at a meeting of the Directors (or of a committee of the Directors) on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company unless his interest or duty arises only because the case falls within one or more of the following sub-clauses:

28.4.1 any proposal concerning the terms of the appointment or re-appointment of a Director as the ACD, or any ratification of the terms of such appointment or reappointment;

28.4.2 any proposal concerning the terms of the appointment or re-appointment of a Director who is an associate of the ACD, or any ratification of the terms of such appointment or re-appointment;

28.4.3 any proposal concerning any other company in which he is interested, directly or indirectly, and whether as an officer or shareholder or otherwise howsoever provided that he is not the holder of or beneficially interested in one per cent. or more of the issued shares of any class of such company (or

of any third company of which such company is a subsidiary) or of the voting rights available to members of the relevant company (any such interest being deemed for the purposes of this clause to be a material interest in all circumstances); or

- 28.4.4 any proposal concerning any insurance which the Company is empowered to purchase and/or maintain for the benefit of and against any liability incurred by any Director(s) or persons who include or may include Directors.
- 28.5 If, and for so long as, the ACD is the sole Director of the Company or at any meeting of the Directors at which the terms of the appointment or reappointment of the ACD are considered and there is no quorum of Directors present and entitled to vote, the last preceding clause shall have no effect and (for the avoidance of doubt), the ACD shall, subject to the Regulations and to its fiduciary duty to act in the best interests of the Company as a whole, be entitled at its own discretion to determine the terms of its appointment or re-appointment as ACD. The terms shall be set out in Writing in a contract between the ACD and the Company.
- 28.6 A Director may be counted in the quorum at a meeting of the Directors or committee of the Directors in relation to any resolution on which he is debarred from voting.
- 28.7 Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company or any body corporate in which the Company is interested such proposals may be divided and considered in relation to each Director separately and in such case each of the Directors concerned (if not debarred from voting under clause 28.4) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.
- 28.8 If any question shall arise at any time as to the materiality of any interest of a Director (other than the chairman of the meeting's interest) or as to the entitlement of any such Director to vote (other than the chairman of the meeting) and such question is not resolved by his voluntarily agreeing to abstain from voting such question shall be referred to the chairman of the meeting and his ruling in relation to any other Director shall be final and conclusive except in a case where the nature or extent of the interests of such Director has not been fully and fairly disclosed. If any question shall arise at any time as to the materiality of the interest of the chairman of the meeting or as to the entitlement of such person to vote or be counted in a quorum and such question is not resolved by his voluntarily agreeing to abstain from voting, such

question shall be decided by resolution of the Directors or a committee of the Directors (excluding the chairman) whose majority vote shall be final and conclusive.

28.9 For the purposes of clause 28.4, an interest or duty of a person who is an associate of a Director shall be treated as an interest of the Director.

28.10 The Company may by Ordinary Resolution suspend or relax any provision of this Instrument prohibiting a Director from voting at a meeting of Directors (or of a committee of Directors) or ratify any transaction not duly authorised by reason of a contravention of this Instrument.

29. Minutes of Directors' Meetings

29.1 The Directors shall cause minutes to be made and kept in permanent form:

29.1.1 of all appointments of officers made by the Directors;

29.1.2 of all proceedings at meetings of the Company, Class Meetings and Sub-Fund Meetings and at meetings of the Directors and committees of Directors, including the names of the Directors present at each such meeting; and

29.1.3 of all resolutions made by the ACD in respect of the Company otherwise than at a meeting and all other matters required by this Instrument to be formally recorded by the ACD.

30. Appointment, Removal and Retirement of Directors

30.1 The Directors shall have power, at any time and from time to time, to appoint any person to be a Director of the Company, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the maximum number, if any, fixed by or pursuant to this Instrument. Any such appointment shall take effect only upon the satisfaction of either of the conditions appearing in Regulation 21(3) of the OEIC Regulations and shall have no effect unless and until either of such conditions shall have been satisfied.

30.2 No person (other than the ACD or a person nominated by the Directors) shall be eligible for election to the office of Director at any general meeting unless, not less than seven and not more than forty-two days before the date appointed for the meeting, notice in Writing has been left at the head office, Signed by a member duly qualified to attend and vote at such meeting, of his intention to propose such person

for election, together with notice in Writing Signed by that person of his willingness to be elected.

30.3 A single resolution for the appointment of two or more persons as Directors shall not be put at any general meeting, unless a resolution that it shall be so put has first been agreed to by the meeting without any vote being given against it.

30.4 Subject to the Regulations and notwithstanding any other provision of this Instrument, the office of Director (other than an ACD) shall be vacated in any of the following events, namely:

30.4.1 if, not being a Director who is employed under a contract which precludes resignation, he resigns his office by notice in Writing Signed by him and left at the head office of the Company or if he offers in Writing to resign and the Directors shall resolve to accept such offer; or

30.4.2 if he becomes prohibited by law or regulation (including any provision of the Regulations) from acting as a Director; or

30.4.3 if he becomes bankrupt, has an interim receiving order made against him or compounds with his creditors generally or applies to the court for an interim order under section 253 of the Insolvency Act 1986 in connection with a voluntary arrangement under that Act or if, being a body corporate, a receiver or liquidator is appointed other than for the purpose of reconstruction or amalgamation in respect of the Director or a resolution is passed to wind up the Director or if an administrator or administrative receiver is appointed over all or any part of the Director's assets; or

30.4.4 if an order is made anywhere in the world by any court claiming jurisdiction in that behalf on the ground (howsoever formulated) of mental disorder, for his detention or for the appointment of a guardian or receiver or other person (by whatever name called) to exercise powers with respect to his property or affairs; or

30.4.5 if he is absent from meetings of the Directors (or of committees of Directors) continuously for six months without sanction of the Directors and the other Directors resolve that his office be vacated; or

30.4.6 upon the expiry of any period or notice period stated in an agreement for the provision of services between the Company and the Director or if such agreement is summarily terminated in accordance with its terms.

30.5 Subject to the Regulations and notwithstanding any other provisions of this Instrument, the appointment of an ACD shall terminate in the following circumstances:

30.5.1 if the ACD resigns its office by notice in Writing Signed by it and left at the head office of the Company or if it offers in Writing to resign and the Directors resolve to accept such offer, but the ACD must not voluntarily terminate its appointment unless such termination is effective at the same time as the appointment of a successor ACD;

30.5.2 immediately upon it ceasing to be a Director;

30.5.3 if a notice of termination of that appointment, the terms of which have been approved by a resolution of the Directors is given to the ACD;

30.5.4 if there is no Director other than the ACD, if a notice of termination of that appointment is given by the Depository to the ACD and to the Company, following any of the following events:

- (a) the calling of a meeting to consider a resolution for winding up the ACD;
- (b) an application being made to dissolve the ACD or to strike it off the Register of Companies;
- (c) the presentation of a petition for the winding up of the ACD;
- (d) the making of, or any proposals for the making of, a composition or arrangement with any one or more of the ACD's creditors;
- (e) the appointment of a receiver to the ACD (whether an administrative receiver or a receiver appointed over particular property);
- (f) anything equivalent to (a) to (e) above occurring in respect of the ACD in a jurisdiction outside the United Kingdom.

30.6 The Company may by Ordinary Resolution remove any Director (including for the avoidance of doubt the ACD) before the expiration of his period of office notwithstanding anything in this Instrument or in any agreement between the Company and such Director. Such removal shall take effect only upon the satisfaction of either of the conditions appearing in Regulation 21(3) of the OEIC Regulations and shall be without prejudice to any claim such Director may have for damages for breach of any such agreement.

30.6.1 The Company must convene a general meeting for the purpose of removing one or more Directors on a requisition Signed by Shareholders and deposited at the registered office of the Company providing:

- (a) the requisition states the object of the meeting is the removal of one or more of the Directors; and
- (b) such Shareholders hold not less than one tenth of the Scheme Property at the date the requisition is deposited; and
- (c) such Shareholders have the right to vote at a general meeting in accordance with this Instrument.

30.7 Notice of the intention to move a resolution under clause 30.6 must be given to the Company at least 28 days before the meeting at which it is moved.

30.8 The Company shall give notice to Shareholders of any such resolution at the same time and in the same manner as it gives notice of the meeting or, if that is not practicable, shall give them notice by advertisement in a newspaper having an appropriate circulation at least 14 days before the meeting.

30.9 If, after notice of the intention to move such a resolution has been given to the Company, a meeting is called for a date 28 days or less after the notice has been given, the notice is deemed properly given, though not given within the time required.

30.10 A vacancy created by the removal of a Director under this section, if not filled at the meeting at which he is removed, may be filled as a casual vacancy.

31. Amendments

Amendment may be made to this Instrument by resolution of the Directors to the extent permitted by the FCA Rules.

32. The Seal

If the Company has a Seal the Directors shall provide for the safe custody of the same. The Seal shall not be affixed to any instrument except by the authority of a resolution of the Directors or of a committee of the Directors authorised by the Directors in that behalf. The Directors may from time to time determine whether or not any instrument to which the Seal is affixed shall be Signed and the person(s) and/or the number of such persons (if any) who are to sign such instrument. Until otherwise so determined, if at any time the Company shall have only one Director the Seal shall be affixed in the presence of that Director or, if that Director is a body corporate, in the presence of a duly authorised representative of the Director and, in any other event, the Seal shall be affixed in the presence of two Directors or of one Director and another person duly authorised by the Directors. Any documents or securities sealed with an official Seal in use by the Company pursuant to the OEIC Regulations from time to time need not also be Signed.

33. Income Equalisation

33.1 Except where the ACD determines otherwise, the following clause shall apply to the Classes relating to the Sub-Funds indicated in Part B of the Schedule to this Instrument.

33.2 An allocation of income (whether annual, interim or otherwise) to be made in respect of each Share to which this clause applies issued by the Company or sold by the ACD during the accounting period in respect of which that income allocation is made shall be of the same amount as the allocation to be made in respect of the other Shares of the same Class in issue in respect of the same Sub-Fund but shall include a capital sum (**Income Equalisation**) representing the ACD's best estimate of the amount of income included in the price of that Share and calculated in accordance with the following clause.

33.3 The amount of Income Equalisation in respect of any Share to which clause 33.2 applies shall be either:

33.3.1 the actual amount of income included in the issue price of that Share; or

33.3.2 an amount arrived at by taking the aggregate of the amounts of income included in the price in respect of Shares of that Class issued or sold in the annual or interim accounting period in question and dividing that aggregate

amount by the number of such Shares and applying the resultant average to each of the Shares in question.

34. Rights in Scheme Property

- 34.1 Subject to clauses 34.2 and 34.3, the interests of the holders of a Share shall consist of an undivided unit of entitlement in that part of the Scheme Property as is comprised in the Sub-Fund in question and each Smaller Denomination Share, if any, shall represent such proportion of a unit of entitlement as a Small Denomination Share bears to a Larger Denomination Share in accordance with clause 17 of this Instrument.
- 34.2 Subject to clause 34.3, the provisions of Part E of the Schedule to this Instrument shall apply to each apportionment of Net Asset Value or allocation of income made in respect of any Sub-Fund in calculating the entitlement of each Shareholder to participate in the Scheme Property of the Sub-Fund at a time when more than one Class of Shares is in issue in respect of that Sub-Fund.
- 34.3 The Company may adopt a method of calculating the amount of Net Asset Value to be apportioned or the income to be allocated between the Shares in issue (or the Shares in issue in respect of any Sub-Fund) which is different to that which appears in Part E of the Schedule to this Instrument provided that the Directors are satisfied that such method is fair to Shareholders and that it is reasonable to adopt such method in the given circumstances.

35. Income and Distributions

- 35.1 Part D of the Schedule to this Instrument sets out the basis for the distribution or re-investment of income in respect of each Class of Shares in issue for each Sub-Fund.
- 35.2 Any distribution or other monies payable to a holder in respect of any bearer share may be paid by crossed cheque or warrant made payable to the order of, or as directed by, the person who has identified himself in the manner determined from time to time by the ACD as the person entitled to that payment and may be sent by post to such address as that person shall have directed in Writing.
- 35.3 Any distribution or other monies payable on or in respect of a Registered Share may be paid by crossed cheque, warrant or money order and may be remitted by post to the registered address of the Shareholder or person entitled to such monies (or, if two or more persons are registered as joint holders of the Share or are entitled by virtue

of the death or bankruptcy of the holder or otherwise by operation of law, to the registered address of any one of such persons) or to such person and to such address as the Shareholder or other such person or persons may direct in Writing.

- 35.4 Any distribution or other monies may also be paid by any other usual or common banking method (including, without limitation, direct credit, bank transfer and electronic funds transfer or (a **Bank Transfer**) and to or through such person or such persons as the relevant person may direct in Writing.
- 35.5 Every such cheque, warrant or order shall be made payable to the person to whom it is sent or to such person as the holder or the joint holders or relevant person may direct in Writing and the payment of such cheque, warrant or order or the transfer by way of direct credit or bank transfer by the bank so instructed by the Company shall be a good discharge to the Company. The Company shall not be responsible for any loss of any cheque, warrant or order or for any error in any transfer by direct debit or bank transfer which in each case shall be sent or transferred at the risk of the person or persons entitled to the money represented thereby.
- 35.6 If two or more persons are registered as joint holders of any Share, or are entitled jointly to a Share in consequence of the death or bankruptcy of the holder or otherwise by operation of law, any one of them may give a valid receipt for any distribution or other monies payable or property distributable on or in respect of the Share.
- 35.7 No distribution or other monies payable on or in respect of a Share shall bear interest against the Company.
- 35.8 All distributions unclaimed for a period of six years after having become due for payment shall be forfeited and shall revert to the relevant Class. If the Class is no longer in existence, the income will revert to the relevant Sub-Fund, if that Sub-Fund is itself in existence, or, if not, to the Company. The payment of any unclaimed distribution, interest or other sum payable by the Company on or in respect of a Share into a separate account shall not constitute the Company a trustee thereof.

36. Cheques etc.

All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments and all receipts for money paid to the Company shall be Signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.

37. Charges and Expenses

- 37.1 Subject to the FCA Rules, the expenses of the incorporation and authorisation of the Company or any Sub-Fund, any offer of Shares, the preparation and printing of any Prospectus issued in connection with such offer and the fees for professional services provided to the Company in connection with such offer will be borne by the Company (unless borne by some other person) and, if borne by the Company, will be charged to the assets of each Sub-Fund in existence at the relevant time in such proportions and in such manner as the ACD may determine in accordance with the FCA Rules.
- 37.2 Subject to the FCA Rules the expenses attributable or deemed to be attributable to a Class or Sub-Fund in any accounting period may be taken from either the income or the capital property attributable or deemed to be attributable to that Class or Sub-Fund (as the case may be) in accordance with the policy set out in the Prospectus.

38. Destruction of Documents

- 38.1 The Company may destroy:
- (a) any Share certificate (including bearer share certificates) which has been cancelled, at any time after the expiry of one year from the date of cancellation;
 - (b) any payment mandate (including any variation or cancellation of it) or any notification of change of name or address, at any time after the expiry of six years from the date such mandate, variation, cancellation or notification was recorded by the Company;
 - (c) any instrument of transfer of Shares which has been registered, at any time after the expiry of six years from the date of registration; and
 - (d) any other document on the basis of which any entry in the register of Shareholders is made or cancelled, at any time after the expiry of seven years from the date an entry in the register of Shareholders was first made or cancelled in respect of it.
- 38.2 It shall conclusively be presumed in favour of the Company that every Share certificate so destroyed was a valid certificate duly and properly cancelled and that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every other document destroyed under this clause was a valid and effective document in accordance with the recorded particulars of it in the books or records of the Company, provided always that the document was

destroyed in good faith and without express notice to the Company that the preservation of the document was relevant to a claim.

38.3 Nothing contained in this clause shall be construed as imposing upon the Company any liability in respect of the destruction of any document earlier than as provided in this clause or in any case where the conditions of this clause are not fulfilled. References in this clause to the destruction of any document include references to its disposal in any manner.

39. Notices

39.1 The provisions of the FCA Rules shall be treated as applying to any notice or document to be given to the Company pursuant to this Instrument.

39.2 A Shareholder whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address. If he has not given such an address the Company will give notices to him at his address outside the United Kingdom unless its doing so would contravene any laws or regulations.

39.3 A person entitled to a Share or Shares in consequence of the death or bankruptcy of a Shareholder or other operation of law shall, upon such evidence being produced as may from time to time be reasonably required by the Directors as to his entitlement and upon supplying also an address for the service of notices, be entitled to have served upon or delivered to him at such address any notice or document to which the Shareholder but for his death, bankruptcy or other event giving rise to the transmission would have been entitled, and service or delivery of such notice or document in such way shall be deemed good service on all persons interested (whether jointly with or claiming through or under him) in the Share. Save as aforesaid any notice or document delivered or sent by post to or left at the address of any Shareholder in accordance with the FCA Rules shall, notwithstanding the death or bankruptcy of such Shareholder or other operation of law and whether or not the Company has notice of such state of affairs, be deemed to have been duly served or delivered in respect of any Share registered in the name of such Shareholder as sole or joint holder.

39.4 In the case of joint shareholders, such notice will be given to the holder whose name stands first in the register of Shareholders and notice so given shall be sufficient notice to all the joint Shareholders.

- 39.5 Any notice or document served on a Shareholder by post is deemed to have been served on the second business day following the day on which it was posted. Any document left at a Shareholder's registered address or delivered other than by post is deemed to have been served on that day.
- 39.6 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom or any other country or territory, the Company is unable effectively to convene a general meeting, Sub-Fund Meeting or Class Meeting by notices sent through the post, such a meeting may be convened by a notice advertised on the same date in at least two leading daily newspapers with appropriate circulation and such notice shall be deemed to have been duly served on all Shareholders entitled to receive the same at noon on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom or such other country or territory again becomes practicable.

40. Winding Up

Subject to any special provisions in Part A of the Schedule to this Instrument the rights of the holders of Shares to participate in the property comprised in a Sub-Fund on a winding up of the Company or on termination of the Sub-Fund shall be proportionate to the number of units of entitlement in the Sub-Fund represented by the Shares which they hold, determined in accordance with Part D of the Schedule to this Instrument.

41. Indemnity

- 41.1 Every Director, other officer, auditor or Depositary of the Company shall be indemnified by the Company against any liability incurred by him in defending any proceedings (whether civil or criminal) for negligence, default, breach of duty or breach of trust in each case in relation to the Company in which judgment is given in his favour or he is acquitted or in connection with any application under Regulation 63 of the OEIC Regulations in which relief is granted to him by the Court; and the indemnity shall not apply to any liability to the extent that it is recovered from another person.
- 41.2 Subject to the Regulations, expenses in connection with the preparation and presentation of a defence to any proceedings as are mentioned in clause 41.1 may be advanced by the Company prior to the outcome thereof upon receipt of an undertaking by or on behalf of the Director, officer, auditor or Depositary to repay

such amount if it is ultimately determine that he is not entitled to indemnification under clause 41.1.

41.3 Subject to the Regulations, the Directors may exercise all the powers of the Company to purchase and maintain insurance:

(a) for the benefit of any person who is or was an ACD, a Director, other officer or auditor of the Company against any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company; and

(b) for the benefit of any person who is or was the Depositary against any liability for any failure to exercise due care and diligence in the discharge of its functions in respect of the Company.

42. Disclosure of Information

The ACD shall set out from time to time in the Prospectus, or such other durable medium as it shall at its discretion determine, or by means of its webpages (having regard at all times to the identity and information needs of the shareholders and prospective shareholders and the FCA Rules) the disclosure information required by 3.2.2 R of FUND and the Level 2 Regulation.

43. Preferential Treatment of Shareholders

Subject to the FCA Rules, the ACD may at its discretion vary the terms of investment for a shareholder or number of shareholders which may amount to preferential treatment for the purposes of the FCA Rules.

44. Conflict with Regulations

In the event of any conflict arising between any provision of this Instrument and the Regulations, the Regulations shall prevail. This Instrument shall be construed and shall take effect accordingly.

SCHEDULE
Part A Share Classes

1. The Company may issue Net Income, Net Accumulation, Gross Income and Gross Accumulation Shares in Classes 1, 2, 3, YPF Class 1 and YPF Class 2.
2. Classes 1, 2 and 3 may be issued in respect of each Sub-Fund. YPF Class 1 and YPF Class 2 may be issued in respect of each of Your Portfolio Fund II, Your Portfolio Fund III, Your Portfolio Fund IV, Your Portfolio Fund V and Your Portfolio Fund VI and such other Sub-Funds as may be determined by the ACD from time to time.
3. YPF Class 2 shall not be available to any person other than:
 - (i) a person investing through a pension product; or
 - (ii) a person, not being of the type referred to in the preceding paragraph (i), to whom the ACD at its entire discretion has determined that such Shares may be made available.
4. Each of the Classes may be issued in bearer form.
5. Share classes per Sub-Fund may be denominated in different currencies, may bear different charges of whatever nature (initial, annual, exit or otherwise), and/or as to minimum investment and/or minimum holding level requirements.
6. Shares will not be participating securities for the purposes of the Uncertified Securities Regulations 1995.

Part B Sub-Funds

All of the funds below would belong to the category of authorised scheme of a “non-UCITS Retail Scheme” if they were themselves individually open-ended investment companies in respect of which an authorisation order made by the Financial Conduct Authority were in force.

Fund	Income Fund
Investment objective	To achieve a regular and growing level of income with long term capital growth.
Fund	Cautious Growth Fund
Investment objective	To achieve capital growth over the medium to long term.
Fund	Balanced Growth Fund
Investment objective	To achieve capital growth over the long term.
Fund	Adventurous Growth Fund
Investment objective	To achieve capital growth over the long term.
Fund	Your Portfolio Fund II
Investment objective	The Fund will aim to provide a total return from a combination of income and capital appreciation over the medium to longer term.
Fund	Your Portfolio Fund III
Investment objective	The Fund will aim to provide a total return from a combination of income and capital appreciation over the medium to longer term.
Fund	Your Portfolio Fund IV
Investment objective	The Fund will aim to provide a total return from a combination of income and capital appreciation over the medium to longer term.
Fund	Your Portfolio Fund V
Investment objective	The Fund will aim to provide a total return from a combination of income and capital appreciation over the medium to longer term.

Fund

Investment objective

Your Portfolio Fund VI

The Fund will aim to provide a total return from a combination of income and capital appreciation over the medium to longer term.

Income Equalisation will be applied across all the Sub-Funds.

Part C Determination of Net Asset Values

The value of the Scheme Property of the Company or Sub-Fund (as the case may be) shall be the value of its assets less the value of its liabilities determined in accordance with the following provisions.

1. All the Scheme Property (including receivables) is to be included, subject to the following provisions.
2. Property which is not cash (or other assets dealt with in paragraphs 3 and 4 below) shall be valued as follows and the prices used shall (subject as follows) be the most recent prices which it is practicable to obtain:
 - (a) units or shares in a collective investment scheme:
 - (i) if a single price for buying and selling units or shares is quoted, at that price; or
 - (ii) if separate buying and selling prices are quoted, at the average of the two prices provided the buying price has been reduced by any initial charge included therein and the selling price has been increased by any exit or redemption charge attributable thereto; or
 - (iii) if, in the opinion of the ACD, the price obtained is unreliable or no recent traded price is available or if no recent price exists, at a value which, in the opinion of the ACD, is fair and reasonable;
 - (b) exchange-traded derivative contracts:
 - (i) if a single price for buying and selling the exchange-traded derivative contract is quoted, at that price; or
 - (ii) if separate buying and selling prices are quoted at the average of the two prices;
 - (c) over-the-counter derivative contracts shall be valued in accordance with the method of valuation as shall have been agreed between the ACD and the Depositary;
 - (d) any other investment:
 - (i) if a single price for buying and selling the security is quoted, at that price; or
 - (ii) if separate buying and selling prices are quoted, at the average of the two prices; or
 - (iii) if, in the opinion of the ACD, the price obtained is unreliable or no recent traded price is available or if the most recent price available does not reflect the ACD's best estimate of value, at a value which, the opinion of the ACD, is fair and reasonable; and
 - (e) property other than that described in (a), (b), (c) and (d) above: at a value which, in the opinion of the ACD, represents a fair and reasonable mid-market price.
3. Cash and amounts held in current, deposit and margin accounts and in other time related deposits shall be valued at their nominal values.

4. In determining the value of the Scheme Property, all instructions given to issue or cancel Shares shall be assumed (unless the contrary is shown) to have been carried out and any cash payment made or received and all consequential action required by the Regulations or this Instrument of Incorporation shall be assumed (unless the contrary has been shown) to have been taken.
5. Subject to paragraphs 6 and 7 below, agreements for the unconditional sale or purchase of property which are in existence but uncompleted shall be assumed to have been completed and all consequential action required to have been taken. Such unconditional agreements need not be taken into account if made shortly before the valuation takes place and, in the opinion of the ACD, their omission shall not materially affect the final net asset amount.
6. Futures or contracts for differences which are not yet due to be performed and unexpired and unexercised written or purchased options shall not be included under paragraph 5.
7. All agreements are to be included under paragraph 5 which are, or ought reasonably to have been, known to the person valuing the property assuming that all other persons in the ACD's employment take all reasonable steps to inform it immediately of the making of any agreement.
8. Deduct an estimated amount for anticipated tax liabilities (on unrealised capital gains where the liabilities have accrued and are payable out of the property of the Scheme; on realised capital gains in respect of previously completed and current accounting periods; and on income where liabilities have accrued) including (as applicable and without limitation) capital gains tax, income tax, corporation tax, value added tax, stamp duty and stamp duty reserve tax.
9. Deduct an estimated amount for any liabilities payable out of the Scheme Property and any tax thereon treating periodic items as accruing from day to day.
10. Deduct the principal amount of any outstanding borrowings whenever payable and any accrued but unpaid interest on borrowings.
11. Add an estimated amount for accrued claims for tax of whatever nature which may be recoverable.
12. Add any other credits or amounts due to be paid into the Scheme Property.
13. Add a sum representing any interest or any income accrued due or deemed to have accrued but not received and any stamp duty reserve tax provision anticipated to be received.
14. Currencies or values in currencies other than the Base Currency or (as the case may be) the designated currency of a Sub-Fund shall be converted at the relevant Valuation Point at a rate of exchange that is not likely to result in any material prejudice to the interests of the Shareholders or potential Shareholders.

Part D Income Allocations and Distributions

1. Allocations

- 1.1 An allocation of income (whether annual or interim) to be made in respect of each Share issued by the Company or sold by the ACD during the accounting period in respect of which that income allocation is made shall be of the same amount as the allocation to be made in respect of the other Shares of the same Class issued in respect of a Sub-Fund.
- 1.2 Clause 33 of this Instrument permits grouping of Shares in the same Class for equalisation. The ACD currently operates Income Equalisation in respect of all of the Classes relating to the Sub-Funds indicated in Part B of the Schedule to this Instrument in accordance with the provisions of that clause.
- 1.3 The income available for allocation and distribution in respect of each Share Class is calculated by taking the aggregate of the income property (as defined in the FCA Rules) received or receivable for the account of such Share Class in respect of the period, deducting charges and expenses paid or payable by such Share Class out of the income in respect of the period, adding the ACD's best estimate of any relief from tax on such charges and expenses, and making other adjustments which the ACD considers appropriate in relation to both income and expenses (including taxation), after consulting the auditors when required to do so, in relation to:
- (a) taxation;
 - (b) potential income which is unlikely to be received until 12 months after the income allocation date;
 - (c) income which should not be accounted for on an accrual basis because of lack of information about how it accrues;
 - (d) any transfers between the income account and capital account that are required in relation to:
 - (i) stock dividends
 - (ii) income equalisation included in income allocations from other collective investment schemes
 - (iii) the allocation of payments in accordance with COLL 6.7.10R (Allocation payments to capital or income);

- (iv) taxation; and
- (v) the aggregate amount of income property included in units issued and units cancelled during the period

and

- (e) making any other adjustments or any reimbursement of set-up costs that the ACD considers appropriate after consulting the auditors.

1.4 Each allocation of income made at a time when more than one Class is in issue in respect of a Sub-Fund shall be done by reference to the relevant Shareholders' proportionate interests in the property of that Sub-Fund. These will be ascertained by reference to the "Proportion Account" maintained for each such Class in accordance with Part E of the Schedule to this Instrument.

2. Annual accumulations of income

2.1 The amount of income allocated to the holders of a Class of Accumulation Shares will become part of the capital property (as defined in the FCA Rules) attributable to those Shares as at the end of that annual accounting period.

2.2 Where other Classes are in issue in respect of a Sub-Fund during that accounting period, the interests of the holders of Accumulation Shares in the amount of income allocated to a particular Class must be satisfied by an adjustment, as at the end of the period, in the proportion of the value of the Scheme Property to which the price of an Accumulation Share in the relevant Class is related. The adjustment must be such as will ensure that the price per Share of an Accumulation Share of the relevant Class remains unchanged despite the transfer of income to the capital property of the Company.

3. Annual allocations of income

3.1 As at the end of each annual accounting period, the ACD will arrange for the Depositary to transfer the income property (as defined in the glossary to the FCA Handbook) of a Sub-Fund to the distribution account for that Sub-Fund.

3.2 On or before each annual income allocation date, the ACD will calculate the amount available for income allocation for the immediately preceding accounting period and will inform the Depositary of that amount.

3.3 On or before the annual income allocation date, the ACD will allocate the available income to the Shares of each Class in issue in respect of each Sub-Fund taking account of the provisions of paragraphs 1 and 2 above paragraph 5 below.

4. Interim allocations of income

4.1 Paragraphs 1 and 3 above apply so as to secure the making of an interim allocation of income as if:

- (a) the interim accounting period in question and all previous interim accounting periods in the same annual accounting period, taken together, were the annual accounting period;
- (b) the interim income allocation date were the annual income allocation date; and
- (c) the ACD were to treat as the available amount of income for the interim allocation a sum which may be less than, but does not exceed, the amount which, in the opinion of the ACD, would be available for allocation of income if the interim accounting period and all previous interim accounting periods in the same annual accounting period, taken together, were an annual accounting period.

5. Income distributions

5.1 Allocations of the income available for allocation are made in each accounting period as described above.

5.2 The ACD will give the Depositary timely instructions sufficient to enable the Depositary to distribute the income allocated to Income Shares of each Class in a Sub-Fund among their holders and the ACD in proportion to the numbers of such Shares held, or treated as held, by them respectively at the end of the relevant annual accounting period. The Depositary will pay the distribution in accordance with the instructions.

5.3 In calculating the amount to be distributed under paragraph 5.2 above, the ACD will:

- (a) deduct any amounts previously allocated by way of interim allocation of income for that annual accounting period; and
- (b) deduct and carry forward in the income account such amount as is necessary to adjust that allocation of income to the nearest one-hundredth of a penny per Income Share or income unit, or such lesser fraction as the ACD may determine.

5.4 Distributions of income allocated in accordance with the procedures set out above are paid to the holders of Income Shares on or before the annual income allocation date and on or before each interim allocation date for a Sub-Fund as set out in the Prospectus. These may be made by such means of payment as may be permitted pursuant to this Instrument and in accordance with the Prospectus.

Part E Proportionate Interests

1. The proportion of the value of the Scheme Property of any Sub-Fund attributable to all Shares of a Class of that Sub-Fund (by reference to the most recent valuation of such Scheme Property), or the proportion of income to be allocated to all Shares of a Class issued in respect of that Sub-Fund, will be ascertained from a notional account (the **Proportion Account**) to be maintained in the books of the Company for each Class of Shares of each Sub-Fund as follows:
 - (a) There shall be determined for each Class of Shares in a Sub-Fund the proportion which the balance on the Proportion Account maintained for the relevant Class at the relevant time bears to the aggregate of the balances on all the Class Proportion Accounts for that Sub-Fund at the relevant time.
 - (b) There will be credited to a Proportion Account:
 - (i) the subscription money (excluding any initial charges or dilution levy) for the issue of Shares of the relevant Class;
 - (ii) that Class's proportion of the amount by which the Net Asset Value of the Sub-Fund exceeds the total subscription money for all Shares in that Sub-Fund;
 - (iii) that Class's proportion of the Sub-Fund's income received and receivable;
 - (iv) any notional tax benefit allocated to that Class under paragraph (e) below (except to the extent already taken into account pursuant to paragraph (ii) above); and
 - (v) any other amount which the ACD considers to be appropriate to credit to that Proportion Account.
 - (c) There will be debited to a Proportion Account:
 - (i) the redemption payment for the cancellation of Shares of the relevant Class;
 - (ii) the Class's proportion of the amount by which the Net Asset Value of the Sub-Fund falls short of the total subscription money for all Shares in the Sub-Fund;

- (iii) all distributions of income (including any equalisation) made to Shareholders of that Class;
 - (iv) all costs, charges, liabilities of any kind and expenses incurred solely in respect of that Class;
 - (v) that Class's share of the costs, charges, liabilities of any kind and expenses incurred in respect of that Class and one or more other Class or Classes in the Sub-Fund, but not in respect of the Sub-Fund as a whole; and
 - (vi) any notional tax liability allocated to that Class under paragraph (e) below (except to the extent already taken into account pursuant to paragraph (ii) above).
- (d) Any tax liability in respect of the Sub-Fund and any tax benefit received or receivable in respect of the Sub-Fund will be allocated by the ACD after consultation with the Company's auditors between Classes in the Sub-Fund in order to achieve, so far as possible, the same result as would have been achieved if each Class were itself the Fund so as not materially to prejudice any Class.
- (e) Where a Class is denominated in a currency which is not the Base Currency of the Sub-Fund, the balance on the Proportion Account shall be translated into the Base Currency of the Sub-Fund in order to ascertain the proportions of all Classes. Translations between currencies shall be at a rate of exchange decided by the ACD as being a rate that is not likely to result in any material prejudice to the interests of Shareholders or potential Shareholders of any Class.
- (f) The Proportion Accounts are memorandum accounts maintained for the purpose of calculating proportions. They do not represent amounts owing between the Company and Shareholders.
2. Each credit and debit to a Proportion Account that is calculated by reference to that Class's proportion will be calculated on the basis of that Class's proportion determined in accordance with paragraph 1(a) above immediately before the allocation. All such adjustments shall be made as are necessary to ensure that on no occasion on which the proportions are ascertained is any amount counted more than once.

3. The ACD may adopt a method of calculating the proportion of the Net Asset Value of a Fund to be apportioned, or the income to be allocated, between Classes of Shares in a Sub-Fund which is different to that set out above, provided that the ACD is satisfied that such method is fair to Shareholders and that it is reasonable to adopt such method in the given circumstances.